

EXHIBIT “A”

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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THE FEDERAL SAVINGS BANK,

Plaintiff,

Case No.: 21-cv-01400

-against-

PAUL J. MANAFORT, KATHLEEN B. MANAFORT,
and "JOHN DOE 1" through "JOHN DOE 10", the John
Doe names being fictitious, said parties intended interest
in, or other entities having a lien upon, the premises
described in the complaint,

Defendants.
-----X

**PLAINTIFF'S FIRST REQUEST TO DEFENDANTS
FOR PRODUCTION OF DOCUMENTS**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York (the "Local Rules"), plaintiff Meltzer, Lippe, Goldstein & Breitstone, LLP ("MLGB"), hereby requests that defendants Paul J. Manafort and Kathleen B. Manafort produce by October 11, 2021, at the offices of Meltzer, Lippe, Goldstein & Breitstone, LLP, 190 Willis Avenue, Mineola, New York, the documents requested herein.

These document requests hereby incorporate by reference the full texts of the definitions and rules of construction set forth in paragraphs (c) and (d) of Local Rule 26.3, in addition to the instructions and definitions set forth below.

INSTRUCTIONS

(a) You are required to respond to each of the document requests in writing, stating that the documents will be produced as requested and producing same with your response or that you object to the request and the reasons for the objection. If you object to only part of a request,

then identify the portion of the request with respect to which responsive documents will be produced and produce same with your response.

(b) These document requests shall be deemed continuing so as to require supplemental responses if you discover additional documents between the time your responses and documents are produced and the time of trial.

(c) In the event that you assert a claim of privilege or work product protection in response to a discovery request for documents or electronically stored information, you are required to provide a privilege log in compliance with Local Rule 26.2.

(d) Documents shall be produced either as they are kept in the usual course of business or organized and labeled to correspond with the categories in these document requests.

(e) Documents shall be produced together with the file folders and file cartons in which they have been maintained or stored, clipped, stapled or otherwise arranged in the same form and manner as they were found.

(f) If any of the requested documents cannot be produced in full, produce them to the extent possible, state the reasons for your inability to produce the remainder, and state whatever information, knowledge or belief you have concerning the unproduced portion.

(g) If any document which is the subject of these requests was at one time in existence, but was subsequently lost, discarded, or destroyed, identify such document as completely as possible, including the following information: (i) type of document, (ii) date of document, (iii) date when the document became lost, discarded or destroyed, (iv) circumstances under which the document was lost, discarded or destroyed, and (v) identity of all persons having knowledge of the contents of the document.

DEFINITIONS

(a) The uniform definitions and rules of construction set forth in Local Rule 26.3 are hereby incorporated by reference herein.

(b) As used herein, and subject to the uniform definitions in Local Rule 26.3, “Plaintiff” shall refer to Plaintiff The Federal Savings Bank, its employees, agents, officers, directors, managers, supervisors, attorneys and any other persons acting under the name or authority of The Federal Savings Bank.

(c) The term “Defendants” shall refer to Defendants Paul J. Manafort and Kathleen B. Manafort, their employees, agents, and/or any other persons acting on their behalf; individually or collectively as the context requires.

(d) The term “Premises” shall refer to the construction and improvement of the real property located at 377 Union Street, Brooklyn, New York 11976, Block 429, Lot 65.

(e) The term “concerning” means relating to, referring to, describing, evidencing or constituting.

(f) The terms “and” and “or” shall be construed conjunctively or disjunctively, as necessary, to make the request inclusive rather than exclusive. “Any” shall be construed to include the word “all” and “all” shall be construed to include the word “any”. “Each” includes the word “every” and “every” includes the word “each”. The use of the singular shall include the plural, and vice versa, and the use of the masculine shall include the feminine and neuter form, and vice versa, as the context requires.

(g) As used herein, “Complaint” means the complaint filed March 17, 2021 with respect to this action.

(h) As used herein, “Defendants’ Objection and Responses” means the “Defendants’ Objection and Responses to Plaintiff’s Requests for Admission” dated September 8, 2021, which was served by Defendants.

(i) As used herein, “Defendants’ Initial Disclosures” means “Defendants’ Initial Disclosures Pursuant to Fed. R. Civ. P. 26(a)(1)” dated August 2, 2021 which was served by Defendants.

DOCUMENT REQUESTS

1. All documents identified or described in Section “II. Documents” of Defendants’ Initial Disclosures.

2. The operating agreement of MC Brooklyn Holdings LLC.

3. All documents identifying and/or providing the contact information for the third member of MC Brooklyn Holdings LLC referred to in “Answer No. 2” to Defendants’ Objection and Responses.

4. All documents concerning the acquisition of the Premises by MC Brooklyn Holdings LLC.

5. All documents and communications concerning the transfer of title of the Premises from MC Brooklyn Holdings LLC to Defendants Paul J. Manafort and Kathleen B. Manafort.

6. All documents and communications concerning the Term Sheet annexed as Exhibit “A” to Plaintiff’s Requests for Admission dated August 9, 2021.

7. All documents and communications concerning any consideration paid or provided to MC Brooklyn Holdings LLC and/or to any of its members for the transfer of title of the Premises from it to Defendants Paul J. Manafort and Kathleen B. Manafort.

8. All documents and communications concerning the loans sought and obtained by Defendants from Plaintiff including the Project Loan Note and the Building Loan Note, as those terms are defined in the Complaint.

9. All documents and communications concerning the confidentiality obligation referred to in “General Objections, 2” to Defendants’ Objection and Responses.

10. All documents and communications concerning the terms of financing sought by Defendants from Plaintiff relating to the Premises.

11. All documents and communications concerning the purpose of the financing sought by Defendants from Plaintiff relating to the Premises.

12. All documents and communications concerning the maturity date of the Project Loan Note and/or the Building Loan Note.

13. All documents and communications concerning the repayment of and/or an intention not to repay the Project Loan Note and/or the Building Loan Note.

14. All documents and communications concerning whether Defendants ever occupied, stayed overnight in, and/or resided in the Premises at any time, including the dates of same, if any.

15. All documents and communications concerning Defendants’ statement that Plaintiff arbitrarily ceased funding the construction on the Premises as set forth in “Answer No. 26” to Defendants’ Objection and Responses.

16. All documents and communications concerning requests for funding relating to the construction of the Premises.

17. All documents and communications concerning funding provided by Plaintiff in connection with the construction of the Premises.

18. All documents and communications concerning Defendants' plans to construct, market and/or sell the Premises.

19. All documents and communications upon which Defendants intend to rely to defend against Plaintiff's allegation that they defaulted under the terms of the Project Loan Note.

20. All documents and communications upon which Defendants intend to rely to defend against Plaintiff's allegation that they defaulted under the terms of the Building Loan Note.

21. All documents and communications upon which Defendants intend to rely to support their denial set forth in "Answer No. 27" to Defendants' Objection and Responses to the statement that they failed to pay Plaintiff the amounts due under the Project Loan Note and the Building Loan Note when those promissory notes matured on January 4, 2018.

22. All documents and communications upon which Defendants intend to rely to support their denial set forth in "Answer No. 28" to Defendants' Objection and Responses to the statement that they failed to pay the cost on insurance on the Premises since November 1, 2017 as same became due.

23. All documents and communications upon which Defendants intend to rely to support their denial set forth in "Answer No. 29" to Defendants' Objection and Responses to the statement that they failed to pay real estate taxes on the Premises as same became due since November 1, 2017.

24. All documents and communications concerning any change(s) to the Development Budget and Timeline referred to by Defendants in their "Answer No. 30" to Defendants' Objection and Responses.

25. All documents and communications concerning the construction, marketing and/or attempts to sell the Premises.

26. All documents and communications concerning Defendants' allegation that Plaintiff failed "to make time disbursements of the Project Loan" referred to in the column written by Defendants as a topic for initial disclosure for the witness identified as Brad Jackson in Defendants' Initial Disclosures.

27. All documents and communications concerning "facts relating to Defendants' defenses" referred to in the column written by Defendants as a topic for initial disclosure for the witnesses identified as: (a) Paul J. Manafort Jr.; (b) Kathleen B. Manafort; (c) Bruce E. Baldinger; (d) Brad Johnson and (e) Dennis Raico in Defendants' Initial Disclosures.

28. All documents and communications by and between Defendants and/or their agents or representatives and Brad Johnson concerning the Premises, the Building Loan Note, the Project Loan Note and/or the Premises.

Dated: Mineola, New York
September 9, 2021

MELTZER, LIPPE, GOLDSTEIN
& BREITSTONE, LLP
Attorneys for Plaintiff

By: 

Thomas J. McGowan (tm2854)
190 Willis Avenue
Mineola, New York 11501
(516) 747-0300
tmcgowan@meltzerlippe.com

TO: Brittney Denley, Esq.
Nafiz Cekirge, Esq.
RILEY SAFER HOLMES & CANCELIA LLP
Attorneys for Defendant
136 Madison Avenue
6th Floor

New York, NY 10016

718-662-8530

(Via FedEx Overnight and Email: bdenley@rshc-law.com)

(Via Email: NCekirge@rshc-law.com)

Rodney Perry, Esq.

Matthew C. Crowl, Esq.

RILEY SAFER HOLMES & CANCELILA, LLP

Attorneys for Defendant

70 West Madison, Suite 2900

Chicago, Illinois 60602

(312) 471-8731

(Via Email: rperry@rshc-law.com)

(Via Email: mcrowl@rshc-law.com)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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THE FEDERAL SAVINGS BANK,

Plaintiff,

Case No.: 21-cv-01400

-against-

AFFIDAVIT OF SERVICE

PAUL J. MANAFORT, KATHLEEN B. MANAFORT,
and "JOHN DOE 1" through "JOHN DOE 10", the John
Doe names being fictitious, said parties intended interest
in, or other entities having a lien upon, the premises
described in the complaint,

Defendants.
-----X

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Deborah Frascino, being duly sworn, deposes and says: I am not a party to this action; I
am over 18 years of age; I reside in Nassau County, New York.

On September 9, 2021, I served a true and correct copy of the within **Plaintiff's First
Request to Defendants for Production of Documents**, by causing same to be delivered via
FedEx Overnight Delivery upon:

Brittney Denley, Esq. / Nafiz Cekirge, Esq.
RILEY SAFER HOLMES & CANCELIA LLP
Attorneys for Defendants
136 Madison Avenue, 6th Floor
New York, New York 10016
(718) 662-8530


Deborah Frascino

Sworn to before me this 9th
day of September, 2021



Notary Public

SHARON M. BROWN
Notary Public, State of New York
No. 01BR6195437
Qualified in Suffolk County
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THOMAS J. McGOWAN, ESQ.

190 WILLIS AVENUE, SUITE 130
THE CHANCERY
MINEOLA, NY US 11501
516-747-0300

TO

BRITTNEY DENLEY/NAFIZ CEKIRGE, ESQS
RILEY SAFER HOLMES & CANCELIA LLP

136 MADISON AVENUE
6TH FLOOR
NEW YORK, NY US 10016
516-747-0300

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